

September 19, 2005
Regular Session

Minutes

Members present

D.C. Swaim- Chairman
Brady Wooten- Vice- Chairman
Leon Casstevens- Commissioner
Kim Clark Phillips- Commissioner
Allen Sneed- Commissioner

Others Present

Cecil E. Wood- County Manager
Melinda Vestal-Clerk to the Board
James Graham- County Attorney

Chairman Swaim called the meeting to order and had the invocation. Whitney Matthews, Courtney Elementary, led the pledge of allegiance. Miss. Matthews hi-lighted the activities at Courtney Elementary. Miss Matthews introduced the new principal, Kelly Mabe.

Public Hearing- Emergency Management

Dale Trivette, Emergency Management Director, reviewed the Hazard Mitigation Plan. The plan is intended to prepare the county for disasters and if the county wants to apply for federal funds, there has to be a formal plan adopted.

Norm Crump, Boonville, inquired about the closure of I-77 and the traffic being routed through Boonville causing major back-up.

Mr. Rex Baity, Chief –Boonville Police, stated he has a meeting scheduled with DOT to discuss this issue.

Chairman Swaim closed the public hearing.

Public Hearing-Financing

Mr. Wood stated the county had a public hearing on this issue but the LGC has told us we need to update the information. The county is requesting to finance new science and technology labs at both high schools, EMS base stations and to pay back the general fund for the animal shelter, total amount \$6,599,000. EMS has advertised for bid proposals on the base stations and the Board of Education has advertised for construction bids. Mr. Wood stated he is hoping to get Yadkin County on the November agenda for the LGC.

Peggy Boose, Boonville, asked for a breakdown of funds.

Mr. Wood stated the schools would get \$6 million, EMS \$300,000 and \$299,000 for the animal shelter.

Chairman Swaim closed the public hearing.

Public comments

Jill Karpik, Humane Society, addressed the Board concerning the request submitted by Alice Singh to provide items for the animal shelter.

Mr. Wood stated he discussed the items with the Supervisor at the shelter. There are some items the county is interested in and he would like to discuss them with the Humane Society.

Yancy St. John, Swan Creek, thanked the Board for their support of the Swan Creek interchange.

Norm Crump, Boonville, thanked the Board for doing their job and commented how difficult it is to be a commissioner. He asked the Board about an infrastructure tax.

Elise Jester, Boonville, discussed issues she had about the jail.

Dianne Doub, East Bend, thanked Commissioner Sneed for checking on persons who are recommended for board appointments. She agrees that they should be registered voters, citizens of the United States and owe no back taxes.

Patty Steelman, Hamptonville, stated the county should dismiss the Crew Chief due to too many financial errors.

Jimmy Steelman, Hamptonville, stated each Commissioner had a platform- schools, no tax increase, etc. Mr. Steelman commented on Commissioner Swaim's and Phillips' vote against the budget. He also indicated politics are like a baseball game- win some, lose some and some are rained out. He commented on the negative remarks made by Commissioner Phillips and her ties with Andy Matthews.

Minutes

Commissioner Sneed questioned the motion about the solid waste fees.

***Commissioner Sneed made the motion to increase the tonnage fee from to \$43 to \$46 per ton. Commissioner Casstevens seconded. The Board voted 5-0.**

***Commissioner Sneed made the motion to approve the minutes with changes. Commissioner Casstevens seconded. The Board voted 5-0.**

Citizen Concern- animal shelter

Ms. Singh was unable to attend.

East Bend- agreement

NORTH CAROLINA

YADKIN COUNTY

**INTERLOCAL AGREEMENT
BETWEEN YADKIN COUNTY AND
THE TOWN OF EAST BEND**

THIS AGREEMENT made and entered into this 19th day of September 2005, by and between Yadkin County, North Carolina, party of the first part; and the Town of East Bend, party of the second part.

WITNESSETH:

For the purposes and subject to the terms and conditions hereinafter set forth, Yadkin County and the Town of East Bend hereby agree as follows:

1) PROJECT TO BE COMPLETED

The project to be completed by the Town of East Bend shall be as follows:

The installation of sewer lines within the corporate limits of the Town of East Bend

2) MONIES

Yadkin County agrees to provide the Town of East Bend the sum of up to Fifty Thousand Dollars (\$50,000.00) payable upon receipt of a request with supporting documentation from the Town of East Bend. Total payments under this contract by Yadkin County are not to exceed Fifty Thousand Dollars (\$50,000.00). The Town of East Bend agrees to repay Yadkin County the amount advanced up to the sum of Fifty Thousand Dollars (\$50,000.00) in accordance with the terms and conditions contained within Attachment A and Attachment B, "Computation of Repayment Schedule for Town of East Bend".

3) RELATIONSHIP OF PARTIES

The Town of East Bend shall operate as an independent contractor, and Yadkin County shall not be responsible for any of the Town of East Bend's acts or omissions. The Town of East Bend shall not be treated as an employee of Yadkin County with respect to the project performed hereunder for federal or state tax, unemployment or worker's compensation purposes. The Town of East Bend agrees that neither federal, nor state, nor payroll tax of any kind shall be withheld

from and funds advanced by the Yadkin County or paid by Yadkin County on behalf of the Town of East Bend or on behalf of the employees of the Town of East Bend. The Town of East Bend further agrees that the Town of East Bend is fully responsible for the payment of any and all taxes arising from payment of monies under this Agreement. The Town of East Bend shall not be treated as an employee of Yadkin County with respect to the services performed hereunder for the purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of Yadkin County. Yadkin County shall not be liable to the Town of East Bend for any expenses paid or incurred by the Town of East Bend unless otherwise agreed in writing. The Town of East Bend shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The Town of East Bend shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to complete the project under this Agreement.

4) INDEMNIFICATION

To the extent permitted by law, the Town of East Bend shall indemnify, protect and save Yadkin County and its officials and employees, and the Local Government Commission's members and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Project or from the transactions contemplated by this Agreement, including without limitation the possession, condition, construction or use of the Facilities or the Equipment involved in the Project. The indemnification arising under this Section shall survive the Agreement's termination.

5) NON-ASSIGNMENT BY TOWN OF EAST BEND

The Town of East Bend shall not sell or assign any interest in this Agreement.

6) RIGHT OF ASSIGNMENT BY YADKIN COUNTY

Yadkin County may, at any time, and from time to time, assign all or any part of its interest in the project, the site, the facilities or this Agreement, including, without limitation, Yadkin County's right to receive the required payments. Any assignment made by Yadkin County, or by any subsequent assignee, shall not purport to convey any greater interest or rights than those held by Yadkin County pursuant to this Agreement.

The Town of East Bend agrees that this Agreement may become part of a pool of obligations at Yadkin County's, or at its assignee's option. Yadkin County or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing a participation interest in this Agreement. Any assignment by Yadkin County may be only to a bank, insurance company, or similar financial institution or any other entity approved by the Local Government Commission. Notwithstanding the foregoing, no assignment or reassignment of Yadkin County's interest in the Project or in this Agreement shall be effective unless and until the Town of East Bend shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made, disclosing the name and address of each such assignee.

The Town of East Bend further agrees that Yadkin County's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Town of East Bend receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The Town of East Bend agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Town of East Bend, and the Town of East Bend shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Town of East Bend shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

7) ENTIRE AGREEMENT

The Town of East Bend and Yadkin County agree that this document constitutes the entire agreement between the two parties and may only be modified by written mutual agreement signed by the parties.

8) GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina and is subject to approval by the North Carolina Local Government Commission.

9) WAIVER

Failure of Yadkin County to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by the Town of East Bend of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement of any part thereof, or the right of Yadkin County to enforce each and every provision.

IN WITNESS WHEREOF, Yadkin County and the Town of East Bend have set their hands and seals as the day and year first above written.

YADKIN COUNTY, NORTH CAROLINA
By: s/Cecil Wood, County Manager

TOWN OF EAST BEND, NORTH
CAROLINA
By: s/Bill Hardy, Mayor

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

s/Yadkin County Finance Officer

s/Judy Painter, Town Clerk

**ATTACHMENT “A”
TO
INTERLOCAL AGREEMENT
BETWEEN YADKIN COUNTY AND
THE TOWN OF EAST BEND**

SCOPE OF WORK:

The Town of East Bend requests \$50,000.00 for the installation of sewer lines within the corporate limits.

REQUIREMENTS OF THE TOWN OF EAST BEND:

1. The Town of East Bend agrees that any grant funds received pursuant to this Agreement will be used exclusively for the Project described herein.
2. The Town of East Bend agrees as follows:
 - (a) The administration of the Project is the responsibility of the Town of East Bend; however, as a joint public venture, the Project services shall be made available to those Yadkin County residents who can be served by the project.
 - (b) No services rendered in connection with this Project shall be refused to any person because of race, color, creed, age, sex, sexual orientation or national origin.
 - (c) The Town of East Bend understands and agrees that if the Town of East Bend alters the purposes or otherwise alters the Project so that it no longer substantially conforms with the Town of East Bend’s Proposal of the Project without consent of Yadkin County, Yadkin County shall have the right to claim and demand full

reimbursement from the Town of East Bend the amount of money Yadkin County has invested in the Project, and the Town of East Bend shall, upon receiving such demand, immediately make full reimbursement of that money to Yadkin County.

- (d) If the Project is not conducted as set forth in the Proposal, Yadkin County shall have the right to cancel this Contract upon the giving of written notice of cancellation to the Town of East Bend.
- 3. The Town of East Bend shall report to Yadkin County as Yadkin County requires to show proof of any other expenditures of the funding for the Project.
- 4. The Town of East Bend insures that all publicity released by the Town of East Bend concerning the Project and that all signs placed on the site of the Project shall state the Project is being conducted with aid of funds received from the Yadkin County Board of Commissioners for the benefit of Yadkin County residents.
- 5. The Town of East Bend certifies that it is now and shall remain in compliance with North Carolina and United States government guidelines regarding equal employment opportunities.
- 6. The Town of East Bend shall be responsible for the physical maintenance and stewardship of the Project.
- 7. The Town of East Bend shall repay Yadkin County the sum of \$50,000.00 over a 12-year period in accordance with the schedule and options contained within Attachment B, with payments being deferred for the first two (2) years after the advancement of funds by Yadkin County.

REQUIREMENTS OF YADKIN COUNTY:

- 1. Yadkin County shall pay to the Town of East Bend an amount up to Fifty Thousand Dollars (\$50,000.00) in a lump sum prior to closing or as reimbursement after the closing. This amount shall constitute the full obligation of Yadkin County to the Town of East Bend under this agreement

ATTACHMENT "B" **TO** **INTERLOCAL AGREEMENT BETWEEN** **YADKIN COUNTY AND THE TOWN OF EAST BEND** **REPAYMENT SCHEDULE** **BY TOWN OF EAST BEND TO YADKIN COUNTY**

The terms and conditions of the repayment of the funds advanced by Yadkin County to the Town of East Bend are as follows:

- 1. There will be no interest due or payable by the Town of East Bend on any funds advanced by Yadkin County under this Agreement.
- 2. No repayment will be required by the Town of East Bend for the two (2) calendar years immediately following the date of the advancement of funds by Yadkin County to the Town of East Bend.

3. Beginning upon the expiration of two (2) calendar years following the date of advancement of funds by Yadkin County, and on the same date of each year thereafter until the advancement is re-paid in full, the Town of East Bend will pay to Yadkin County one-tenth (10%) of the amount advanced by Yadkin County under this agreement.
4. The maximum repayment term will be twelve (12) years.
5. The Town of East Bend may pay the entire advanced amount without penalty at any time.

***Commissioner Casstevens made the motion to approve the inter-local agreement. Commissioner Wooten seconded. The Board voted 5-0.**

Courts-budget amendment

Dept: Court Facilities

Description	Account Number	Original Budget	Increase/(Decrease)	Amended Budget
Appropriated Fund Balance	1044000-49000	428,934.00	5,000.00	433,934.00
Equipment-Court Facilities	1054160-56010	1,500.00	5,000.00	6,500.00

To amend for monies to make repairs to the court facilities.

***Commissioner Wooten made the motion to approve the budget amendment. Commissioner Sneed seconded. The Board voted 5-0.**

Crossroads-board appointments

***Commissioner Sneed made the motion to reappoint Scott Whitaker and David Buie to the Crossroads Area Board. Commissioner Wooten seconded. The Board voted 5-0.**

Jail- budget amendments

Dept: Jail

Description	Account Number	Original Budget	Increase/(Decrease)	Amended Budget
Appropriated Fund Balance	1044000-49000	410,748.00	18,186.00	428,934.00
Buildings-Renovations	1054260-56551	-0-	18,186.00	18,186.00

To amend for monies to repair the roof on the jail.

***Commissioner Wooten made the motion to approve the budget amendment. Commissioner Phillips seconded. The Board voted 5-0.**

Tax Administration-refunds and adjustments

Name/Reason	Year	Total
Ronnie King 4432 King Rd Hamptonville N.C. Corrected yr and value of mh	2005	\$88.94
Justin Lawson 9525 NC Hwy 67 East Bend NC 27018 Mh belongs to Billy Taylor	2005	\$159.02
Sharon Nicely 5700 Winding Creek Lane East Bend NC 27018 Appraiser corr sq ftg of house	2000- 2005	\$866.49
Melanie Nichols 2937 Cranberry Rd Boonville NC 27011 appraiser corr house value	2005	\$239.70
Sharon K. Robertson 4209 Hillbilly Hollar East Bend NC 27018 Corr boat value	2003- 2004	\$11.60
Ethel Warren 2349 Speer Bridge Rd Yadkinville NC 27055 Mh junked	2005	\$73.90

***Commissioner Wooten made the motion to approve the tax adjustments and refunds. Commissioner Phillips seconded. The Board voted 5-0.**

Planning and Zoning- resolution

Melanie Leleux, Planning Technician, presented a resolution for telecommunications consulting services by Center for Municipal Solutions. The resolution does not obligate the county to CMS or to any other consulting firm. The resolution establishes a 90-day

interim period during which Yadkin's telecommunication facility application process would be amended to provide for an escrow account funded by an \$8,500 deposit from the applicant which would be drawn from the consultant. The county would not pay any fees or expenses to the consultant.

Rusty Moore with CME explained the process a little more in detail. He commented that his firm did not approach the county, the county approached CME.

Commissioner Wooten and Mr. Moore discussed towers.

Commissioner Phillips stated she would like to hear more from Kim Bates and what the Planning Board discussed.

Commissioner Sneed stated he would like David Matthews to be involved with this issue.

***Commissioner Phillips made the motion to table this matter until the night meeting in October. Commissioner Wooten seconded. The Board voted 5-0.**

Chairman Swaim called for a break.

Emergency Management-resolution

RESOLUTION OF ADOPTION Yadkin County Hazard Mitigation Plan

WHEREAS, the citizens and property within Yadkin County are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damages to property, and with the knowledge and experience that certain areas, i.e., flood hazard areas, are particularly susceptible to flood hazard events; and

WHEREAS, the County desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214—Senate Bill 300 effective July 1, 2001), states in Item (a) (2) "For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after November 1, 2004, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act"; and

WEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local government must develop an All-Hazards Mitigation Plan in order to receive future Hazard Mitigation Grant Program Funds, and

WHEREAS, it is the intent of the Board of Commissioners of Yadkin County to fulfill this obligation in order that the County will be eligible for state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, therefore, be it resolved that the Board of Commissioners of Yadkin County hereby:

1. Adopts the Yadkin County Hazard Mitigation Plan; and
2. Vests the County Manager with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
 - (c) Adjust the boundaries of County and municipal planning jurisdictions whenever a municipal annexation or extraterritorial jurisdiction revision results in a change whereby a municipality assumes or relinquishes the authority to adopt and enforce floodplain management regulations for a particular area in order that all Flood Hazard Boundary Maps (FHBMs) and Flood Insurance Rate Maps (FIRMs) accurately represent the planning jurisdiction boundaries. Provide notification of boundary revisions along with a map suitable for reproduction, clearly delineating municipal corporate limits and extraterritorial jurisdiction boundaries to all concerned parties.
3. Appoints the County Manager to assure that the Hazard Mitigation Plan is reviewed annually and in greater detail at least once every five years to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Yadkin County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted on September 19, 2005

s/D.C. Swaim, Chairman
Yadkin County Board of Commissioners

Attest:

Melinda Vestal, Clerk to the Board

***Commissioner Sneed made the motion to adopt the Hazard Mitigation Plan. Commissioner Wooten seconded. The Board voted 5-0.**

RESOLUTION OF ADOPTION NATIONAL INCIDENT MANAGEMENT SYSTEM

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation, and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all Federal, State, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology; standardized organizational structures; interoperable communications; consolidated action plans; unified command structures; uniform personnel qualification standards; uniform standards for planning, training, and exercising; comprehensive resource management; and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the County's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the County, including current emergency management training programs; and

WHEREAS, the Governor of the State of North Carolina has established the National Incident Management System (NIMS) as the State standard for incident management for its use in daily operations, as well as disaster operations; and has directed all counties to adopt and apply the NIMS for all routine, multi-company and agency incidents.

NOW, THEREFORE, be it resolved that the Board of Commissioners of Yadkin County hereby adopt the NIMS as the County standard for incident management for its use in daily operations, as well as disaster operations in Yadkin County.

Adopted on September 19, 2005

D.C. Swaim, Chairman

Yadkin County Board of Commissioners

Attest:

Melinda Vestal, Clerk to the Board

***Commissioner Wooten made the motion to approve the NIMS resolution. Commissioner Sneed seconded. The Board voted 5-0.**

Water- funding

Mr. Wood discussed funding option for waterlines. It's very important for Yadkin County to get water and sewer in the ground. The county cannot do all areas at one time but there are specific areas we can target.

The Board discussed the application for the NC Revolving Loan and if the county still had time to apply.

Mr. Wood stated if the Board wishes. Mr. Wood reviewed what each agency could offer the county.

Commissioner Wooten stated the county needs to apply for the loan and any grants that are available.

Commissioner Casstevens stated the county should apply for both and talk with Tom Webb about the grants.

Mr. Wood discussed the deadline for the loan application and how the other agencies will request answers within a 30-45 day period. Mr. Wood stated getting the application completed might be difficult but Mr. Darden has agreed to assist. If the county does apply for the loan, we can utilize the Health Department for testing the wells.

Commissioner Sneed emphasized the need for water to I-77 and Hwy 421.

Commissioner Wooten stated there are twelve parcels of land ready to go on the market as soon as there is water and sewer in the area.

***Commissioner Casstevens made the motion to hire Tom Webb and allow him to apply for any and all grants available and for the county to proceed with applying for the loan through the NC Revolving Loan. Commissioner Wooten seconded.**

Commissioner Phillips stated she is not comfortable hiring Mr. Webb. She does agree with applying for grants. She reviewed the fees that Mr. Webb would charge the county to apply for the grants. She would like the motion to be divided. Commissioner Phillips stated she has talked with a representative in Raleigh and \$500,000 is the anticipated max being awarded by Rural Development.

The Board voted 2-3. Commissioner Phillips, Swaim and Sneed opposed.

***Commissioner Sneed made the motion to apply for the loan to see how much money the county could obtain and to include the requirements of Rural Development to distinguish districts. The county would not be obligated to accept the loan if approved. Commissioner Phillips seconded. The Board voted 4-1. Commissioner Casstevens opposed.**

***Commissioner Phillips made the notion to send a letter of interest to the NC Revolving Loan Program indicating the county is interested in a loan for sewer. The county would not be obligated to accept the loan. Commissioner Sneed seconded. The Board voted 4-1. Commissioner Casstevens opposed.**

Tax Administration-resolution

The Board discussed an ordinance to prohibit issuance of building permits to delinquent tax payers and what process the county could use to make this work.

Mr. Wood stated he would check with Davie County and see what process they use.

Commissioner comments

Commissioner Phillips thanked everyone for their assistance in helping the victims of Hurricane Katrina.

Commissioner Wooten inquired about the money offered by the Humane Society.

Commissioner Wooten asked about the progress being made at the animal shelter with the items on the checklist.

Mr. Wood reviewed the list with the Board and what items had been completed.

Commissioner Wooten inquired about the \$60,000 donated by Ms. Daniels and if a statement could be put on the website saying something about the money and how the county never received the funds.

Commissioner Wooten inquired about the EMS property.

Attorney Graham stated one of the sisters will not sign and therefore he recommends the Board locate another site.

***Commissioner Wooten made the motion to allow Mr. Wood to locate more land options for the EMS base station. Commissioner Phillips seconded. The Board voted 5-0.**

Commissioner Wooten asked about the progress with the Mountain Crest development.

Mr. Wood stated the town is doing the planning.

Commissioner Wooten stated he would like a monthly update on the progress.

Commissioner Wooten stated he received a phone call from a Boonville resident concerning waterlines to Southland trucking.

Mr. Wood stated there were some grants applied for but no funds were received due to the lack of water to fill the request.

Commissioner Wooten inquired about the motion that was made regarding travel when he first come on the board.

***Commissioner Wooten made the motion to bill The Ripple and Tribune for meals and expenses, since December 2004, which was paid by the county. Commissioner Sneed seconded. The Board voted 5-0.**

Commissioner Wooten read the following statement and asked for it to be entered into the minutes:

Last December when I took the oath of Office for Commissioner, I was both excited and humbled. I also accepted the responsibility of doing what I was elected to do... That is to be part of a conservative team that leads our county into the future...making sure we take care of the taxpayers money. I had no personal agenda then and I don't have one now. I also realize that I don't have all the answers. We have challenges of school improvements, water and sewer improvements and maintaining county services within budget. Since I have taken office I have learned that all are not team players. I have learned first how team members, who don't get their way, do everything in their power to tear down their opponent. That includes the aid of a close friend in the media. I have been called a liar, stupid and other things behind my back and in print. In case it is not clear to all who I am addressing these remarks to... it is you Commissioner Phillips.... Leadership is not attacking me....Leadership is not diving this Board and slowing down county business.... Leadership is not doing self serving things like getting your friend Andy Matthews to write positive things about you in the paper....Leadership is working together with the best interest of all Yadkin County citizens.... When you received the letter from 7 private citizens criticizing various individuals, you made the statement during Commissioner Comments that you were saddened that there was so much anger

and hostility expressed. In addition, you stated it did not solve anything, it divided the party. That letter pales in comparison to the backstabbing, hostility and anger that you have displayed in recent weeks. County business has taken a backseat to your personal vendetta against me. All this has happened because we have different governing philosophies. Since you don't get your way you attack the messenger not the message. You have split this Board, you have divided the Republican Party ... Your attitude is do as I say not as I do... I am at a loss as to how you think you can personally attack someone and those people not defend himself. Back in December when I took the oath of office I said.... I, Brady Wooten, do swear that I will well and truly execute the duties of the Office of Yadkin County Commissioner according to the best of my ability , according to law, so help me, God... I have been doing that and I challenge you to do the same. All this backstabbing, personal attacks and childish antics needs to stop and stop now... This Board needs to move ahead with the county business we were elected to do... I am man enough to move ahead, but the question is Ms. Phillips are you woman enough.

Commissioner Sneed commented on the article in The Ripple regarding his meetings and his pay voucher. He asked the Board if he could continue attending the meetings with the Fire Chiefs.

***Commissioner Wooten made the motion to allow Commissioner Sneed to attend the Fire Chiefs' meeting. Motion died; lack of second.**

***Commissioner Sneed made the motion to accept the guidelines for the commissioners' salary vouchers and to add this to the personnel policy.**

Information for Claiming Expenses

Directions for claiming expenses on monthly vouchers. The monthly salary covers the two regular meetings and any recessed meeting dealing with the regular commissioners' meeting. This does not include work sessions which may be recessed from a regular scheduled meeting; i.e., budget, Board of Education

- List date, purpose and location of meetings attended
- Reimbursement will be made for committee meetings to which you are appointed. If these committees pay a meeting stipend this is subtracted from your county meeting reimbursement
- Reimbursement will be made for attending special events to which you are invited because of being a commissioner
- Reimbursements for trips made at the direction of the Board to obtain information of interest to the county
- If the reimbursement is for a meeting which lasts more than one day, each day may be considered a separate meeting for reimbursement purposes.
- Reimbursements will be made for mileage on approved trips made outside of the county.

- Reimbursements will be made for miscellaneous expense upon presentation of a receipt.

Chairman Swaim commented any meeting in question will be decided by the Board. The third bullet refers to county business.

Commissioner Wooten seconded. **The Board voted 5-0.**

Commissioner Casstevens inquired about the \$60,000 given to the county for the animal shelter by Ms. Daniels. Also he questioned if Ms. Singh had resigned from the Humane Society.

Commissioner Casstevens discussed the vouchers and that he was never told to fill one out when he took office.

Chairman Swaim stated he received a call from the Surry Community College Chairman and asked if the Board would be interested in making a contribution to Dr. Sells' salary.

Mr. Wood will check with the other counties and what they contributed.

Manager comments

Mr. Wood informed the Board that Kim Bates' and Mike Williams' fathers passed away.

Mr. Wood stated Mike Reavis had advertised for the Environmental Health Specialist and received one application. The applicant has twelve years experience and a salary of \$43,250 plus benefits would be offered. There would be a problem due to Mike Williams' salary being lower than the new hire. Mr. Wood also informed the Board that Forsyth County would be hiring two new specialists starting at \$45,000. The Board would be looking at an additional \$6,500 to \$7,500 to balance the request.

Commissioner Sneed stated Mike Williams is catching up on the inspections.

***Commissioner Wooten made the motion to hire the Environmental Health Specialist offering \$43, 250 and to include the \$6,000 to balance out the difference and to increase Mike Williams' salary to \$44,333. Commissioner Sneed seconded. The Board voted 5-0.**

Commissioner Casstevens asked about the two positions in the tax office and if they had been filled?

Mr. Wood requested to fill the position in the Land Records department.

Commissioner Wooten requested to leave the position vacant for two weeks and report back to the Board at the next day meeting.

Commissioner Wooten questioned the vacant position in Permitting.

Mr. Wood reminded the Board of the surplus sale set for Saturday.

Mr. Wood commented on the impact fees and how it would take special legislation.

The Board discussed taxes.

Mr. Wood asked the Board if they would release some of the money due Wishon & Carter regarding the animal shelter.

***Commissioner Wooten made the motion to release \$26,000 to Wishon & Carter. Commissioner Sneed seconded. The Board voted 4-1. Commissioner Casstevens opposed.**

The Board discussed the drainage issue at the animal shelter.

Adjournment

***Commissioner Wooten made the motion to adjourn. Commissioner Sneed seconded. The Board voted 5-0.**

Melinda Vestal, Clerk to the Board